

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Leib M. Lerner (CA State Bar No. 227323) Douglas J. Harris (CA State Bar No. 322946) <b>ALSTON &amp; BIRD LLP</b> 333 S. Hope Street, 16th Floor Los Angeles, CA 90071 Telephone: (213) 576-1000 Facsimile: (213) 576-1100 Email: leib.lerner@alston.com Email: douglas.harris@alston.com  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for Debtor	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION</b>	
In re:  Schrillo Company, LLC  Debtor(s).	CASE NO.: 1:22-bk-10444-VK CHAPTER: 11 (Subchapter V)  <b>NOTICE OF SALE OF ESTATE PROPERTY</b>
<b>Sale Date:</b> 7/7/2022 <b>Time:</b> 2:00 p.m.	
<b>Location:</b> ZoomGov; Courtroom 301, 21041 Burbank Boulevard, Woodland Hills, CA 91367	

**Type of Sale:** ☒ Public ☐ Private

**Last date to file objections:** June 23, 2022

**Description of property to be sold:**

APA, ¶ 2, quoted in its entirety:

Asset Acquisition and Assignment. Subject to the terms contained herein, the Debtor agrees to sell, convey, assign and hypothecate on an AS IS, WHERE IS CONDITION AND WITH ALL FAULTS basis, without any representations or warranties, except as expressly set forth herein, and free and clear of any and all liens, claims, interests, and encumbrances to the fullest extent permitted under section 363(f) of the Bankruptcy Code, to the Purchasers for the consideration provided herein, any and all of the right, title and interest the Debtor and the Debtor's Estate has in the Assets, in accordance with, and with all protections afforded by, sections 363 and 365 of the Bankruptcy Code, except for the Excluded Assets and Interests (defined *infra*), as follows:

- a. Industrial equipment and office equipment identified on Schedule A [attached to the Asset Purchase Agreement attached as Exhibit A hereto] (the "Equipment") and shall include all associated manuals and tooling, rolling stock, racking and rolling cabinets, steel tables, tool room equipment, supplies and all other and various support equipment not specifically listed to whatever extent they are the tangible personal property of Debtor and in the possession of Debtor.

APA, ¶ 3, quoted in its entirety:

- a. Excluded Assets and Interests. Notwithstanding anything stated in this Agreement, the following property, assets, possessions, rights and interests are expressly excluded from the Assets (the "Excluded Assets and Interests"), all of which will be retained by Seller:
  - b. Customer tooling or fixtures (to the extent any remain onsite; which includes 1 whirling head, 1 tail stock, and 6 holders that are marked as customer owned property), employee personal items, fixtures, and mechanicals attendant to the building, all raw materials, works in progress (WIP) and finished parts, both of which Buyers shall offer for sale on behalf of Debtor on a commission only basis, as more fully described herein.
  - c. Intellectual property (including associated good will of the Debtor's business) (the "Intellectual Property"), except for certain of Debtor's intellectual property that shall be licensed to Purchasers on a limited basis as set forth in Paragraph 8.
  - d. Executory contracts and unexpired leases (the "Executory Contracts").
  - e. Accounts receivable (the "Accounts Receivable").
  - f. The Debtor's books and records, including customer lists (which, for clarification purposes only, does not include any consumer records) (the "Books and Records").
  - g. The following leased equipment and vehicle: the Xerox WorkCentre 5335; Pitney Bowes DM125 Postage Meter; Newco Enterprises, Inc. FC-3 Coffee Brewer; Keurig K-2500 Coffee Maker; and Cadillac XT5.
  - h. Customer drawings and engineering files.
  - i. Any non-Debtor owned intellectual property in the possession of the Seller, including but not limited to, trademarks, service marks, marks, patents, copyrights, trade secrets, processes, and designs.

j. Any cash-on-hand.

APA, ¶ 8, quoted in its entirety:

Equipment sales.

- a. Seller shall grant to purchasers an exclusive and limited, royalty-free, license to use debtor's name, trademarks, trade names and logos for the limited purposes of advertising, marketing, and otherwise publicizing the sale of the assets by purchasers.
- b. Buyers shall offer to sell any of the excluded property on behalf of debtor, and on debtor's own account, with 100% of all sale proceeds going to debtor with buyers keeping only the requisite buyer's premium of 18% as their only commission.

**Terms and conditions of sale:**

The APA was executed by and between Machinery Network Auctions, Inc. ("**MNA**") and Machinery Marketing International ("**MMI**", and together with MNA "**Purchaser**" or "**Stalking Horse Bidder**"), who emerged as the best party prepared to timely finalize a fair asset purchase agreement that would maximize the value of the Debtor's estate, and was selected as the Stalking Horse Bidder. MNA's address is 15910 Ventura Blvd., Suite 1410 Encino, CA 91436. MMI's address is 1626 W. Lake St., Chicago, IL 60612.

Debtor's financial advisor for the sale Riveron RTS, LLC ("**RTS**") is entitled to a success fee per the following: (a) for a transaction up to \$1.0 million, RTS is to receive a payment of 5% of the gross aggregate transaction amount; (b) for a transaction between \$1.0 million and \$2.0 million, RTS is to receive a payment of 10.0% of the gross aggregate transaction amount; or (c) for a transaction over \$2.0 million, RTS is to receive a payment of 12.5% of the gross transaction amount.

The estimated or possible tax consequences to the estate are not currently known but any tax liability generated by the sale of the property will be paid with the sale proceeds. The proposed sale is subject to higher and better bids as described below.

APA, ¶ 5, in pertinent part:

Consideration. As consideration for the sale, conveyance, assignment and/or hypothecation of the Assets by the Seller to the Purchasers, the Purchasers shall pay the sum of ONE MILLION THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS and zero cents (\$1,355,000.00) (the "Purchase Price") as follows:

**Deposit.** On or before June 16, 2022, the Purchasers shall pay the sum of 10% (the "Deposit") of the Purchase Price via wire transfer to counsel for the Debtor, Alston & Bird LLP California IOLTA Trust Account ("A&B Trust"), for the benefit of Debtor:

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Payment shall be deemed made upon receipt. In the event this Agreement is terminated in accordance with Paragraph 10, *infra*, or the Purchasers are not the ultimate purchasers of the Assets, the Purchasers shall be entitled to the return of the Deposit. The Debtor shall return the Deposit no later than five (5) business days after the termination of this Agreement or consummation of a sale of the Assets to an alternate purchaser.

- a. **Residual Payment.** On the Closing Date (defined *infra*), the Purchasers shall pay the ultimate

purchase price of the Assets less the Deposit via wire transfer to the A&B Trust.

- b. **Purchase Price Allocation.** Purchasers may elect, in their sole and absolute discretion, to allocate the Purchase Price amongst one or more of the Assets.

**Proposed sale price:**

\$1,355,000.00

**Overbid procedure (if any):**

A. Sale Procedures. The Debtor has obtained approval of the following procedures for the Auction:

- b. **Due Diligence and Confidentiality.** Any interested party may, at their option, execute an NDA obtainable from Riveron RTS, LLC ("RTS") and arrange for access to the data room ("Data Room") and to inspect and review any of the Assets, including a visit to the Debtor's principal place of business, 16750 Schoenborn St., North Hills, CA 91343. Parties are encouraged to immediately contact Michael N. Flynn at RTS:

Michael N. Flynn  
Michael.Flynn@riveron.com  
C: 817.681.8860

- c. **Notice of Intent to Bid/Deposit.** Any party interested in bidding on the Assets during the Auction shall submit a written notice of intent to bid along with proof of the financial ability to purchase the Assets on the same terms and timeline as in this Agreement (or such other terms as may be acceptable to Debtor in its sole and absolute discretion), and in any event no later than June 23, 2022, and provide a deposit in the amount of 10% (the "Overbid Deposit") of the party's proposed purchase price to the Debtor via wiring payment to the A&B Trust on or before June 23, 2022.
- d. **Qualified Bidder.** The Debtor shall determine in its sole and absolute discretion whether the proof of financial ability to consummate the sale is sufficient to qualify the potential bidder to participate in the Auction ("Qualified Bidder"). Only Qualified Bidders may participate during the Auction. If a potential bidder does not qualify, the bidder may object to his/her/its characterization as unqualified.
- e. **Stalking Horse Bidder.** Any party interested in bidding on the Assets as the Stalking Horse Bidder shall submit an executed Agreement along with proof of the financial ability to purchase the Assets in accordance with the terms and timeline of this Agreement on or before June 16, 2022, and provide a deposit in the amount of 10% of the party's proposed purchase price to the Debtor via wiring payment to the A&B Trust on or before June 16, 2022, and shall otherwise comply with all material terms and conditions of this Agreement. The Debtor shall file a notice of any Stalking Horse Bidder, the proposed purchase price and whether the Stalking Horse Bidder intends to purchase all or only part of the Assets, on or before June 16, 2022. For avoidance of doubt, the Stalking Horse Bidder shall be considered a Qualified Bidder for all purposes, provided, however, that any specific provisions hereto regarding the Stalking Horse Bidder shall supersede any general provisions regarding a Qualified Bidder. If the Stalking Horse Bidder intends to purchase only part of the Assets, the Debtor may accept a separate Stalking Horse Bidder for other

Assets, and the same terms and conditions shall apply to each Stalking Horse Bidder.

- f. **Minimum Initial Overbid/Bid Increments.** The minimum initial overbid during the Auction shall be no less than (x) FIFTY THOUSAND DOLLARS and zero cents (\$50,000.00) more than the Stalking Horse Bidder proposed purchase price plus (y) the Break-up Fee (defined *infra*) (the “Initial Overbid”) (if any) and, thereafter (or if there is no Stalking Horse Bidder), each overbid shall be in increments of no less than TWENTY-FIVE THOUSAND DOLLARS and zero cents (\$25,000.00) more than the immediately preceding bid.
- g. **Back-up Bidder.** If multiple bids are presented during the Auction, the highest and best bid as determined by the Debtor in its sole and absolute discretion, shall be selected as the winning bid (the “Winning Bidder”). The individual or entity that bid the next highest and best bid (the “Back-up Bid”) shall be deemed to be the back-up bidder (the “Back-up Bidder”). In the event that the Winning Bidder or, if applicable, the Back-up Bidder fails to close the sale within the time allotted, the Debtor shall solely retain or be entitled to recover the Deposit or Overbid Deposit, as applicable, as liquidated damages.
- h. **Break-up Fee.** In the event that the Sale closes without the Stalking Horse Bidder acquiring the Assets, then the Stalking Horse Bidder shall be entitled to a break-up fee in the amount of 3% of the Stalking Horse Bidder’s originally proposed purchase price (the “Break-up Fee”).
- i. **Overbid Deposit Return.** With the exception of the deposits paid by the Winning Bidder and/or Back-up Bidder, all Overbid Deposits shall be returned no later than seven (7) days after the conclusion of the Auction. If the Winning Bidder closes on the Sale, the Back-up Bidder shall be entitled to the return of its Overbid Deposit no more than seven (7) business days after the Closing Date.
- j. **Bidding Order.** Bidding during the Auction shall begin with the highest qualified bid submitted prior to the Auction, if any. During the Auction, the Stalking Horse Bidder (if any) shall be entitled to offer the first bid in response to the Initial Overbid. Thereafter, the order for the submission of bids shall be governed by a randomly selected order by the Debtor that will be maintained for the rest of the Auction. A bidder that abstains from submitting a bid in any round of bidding waives the right to thereafter submit a bid during a later round. Bidding shall continue until a Winning Bidder and Back-up Bidder are selected.
- k. **Zoom Participation.** Any Qualified Bidder, including the Stalking Horse Bidder, who wishes to participate in the Auction must be present (whether in person or through a designated agent) via Zoom with their video camera on. No telephonic or non-video participation at the Auction will be permitted, unless otherwise ordered by the Court.
- l. **Transcription.** The Auction will be transcribed by a court reporter, or audio recorded, at the Debtor’s discretion.
- m. **Open Bidding.** Except as otherwise set forth herein, the Debtor may conduct the Auction in the manner it determines will result in the highest, best or otherwise financially superior offer(s) for the Assets. Any such rules must provide that: (A) the procedures will be fair and open, with no participating Qualified Bidder disadvantaged in any material way as compared to any other Qualified Bidder; (B) the true identity of each Qualified Bidder will

be fully disclosed to the Court and all other Qualified Bidders and all material terms of each Qualified Bid will be fully disclosed to all other bidders throughout the entire Auction; and (C) each Qualified Bidder will be permitted a fair, but limited, amount of time to respond to the previous bid at the Auction. The Debtor requests that the Court either (i) conduct the Auction or (ii) permit counsel for Debtor to conduct the Auction in open court.

- n. **Rounds.** The Auction will continue in one or more rounds of bidding and shall conclude after each participating Qualified Bidder has had an opportunity to submit an additional bid, after being advised of the then-highest bid and the identity of the party making such next highest bid.
- o. **Higher and Better Bids.** In considering every bidder's bids, the Debtor shall take into account the Break-up Fee.
- p. **Additional Terms and/or Conditions.** The Debtor, in its sole and absolute discretion, may (a) amend and/or impose additional terms and/or conditions at or prior to the Auction that it believes will better promote the goals of the Auction and do not otherwise conflict with the terms and requirements set forth in the APA, (b) extend the deadlines set forth in the sale procedures and/or adjourn the Auction and/or the Sale Hearing in open court or on the Bankruptcy Court's calendar on the date scheduled for said hearing without further notice to creditors or parties-in-interest, and (c) withdraw the Sale at any time prior to the conclusion of the Sale Hearing.
- q. **Winning Bidder.** The Debtor shall (i) review each bid (as and to the extent such bids were increased at the Auction) on the basis of financial and contractual terms and the factors relevant to the sale, including those factors affecting the speed and certainty of consummating the sale, and (ii) identify the highest and otherwise best offer for the Assets as the winning bid, and such entity submitting the winning bid will be the Winning Bidder. Prior to the conclusion of the Auction, the Winning Bidder shall enter into an APA that conforms with the winning bid. Immediately following the conclusion of the Auction, the Debtor shall request that the Court enter an order approving the Auction.

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

**July 7, 2022 at 2:00 p.m.**

Notwithstanding any language in the Notice advising or suggesting that the hearing will be held physically in one of the Court's courtrooms, **please be advised that due to the COVID-19 pandemic, the Court will conduct the hearing remotely, using ZoomGov audio and video technology.** Individuals will not be permitted access to the courtroom.

Hearing participants and members of the public may view and listen to hearings before the Court using ZoomGov free of charge. Individuals may connect by ZoomGov audio and video using a personal computer (equipped with camera, microphone and speaker), or a handheld mobile device with an integrated camera, microphone and speaker (such as an iPhone, iPad, Android phone or Android tablet). The connection can be initiated by entering the "Meeting URL" into a web browser on any of these devices, provided the device is connected to the Internet. Individuals connecting in this manner will be prompted for the Meeting ID and Password shown below. Individuals also may connect to the hearing by telephone only, using the telephone number provided below. Individuals connecting in this manner also will be prompted for the Meeting ID and Password. Neither a Zoom nor a ZoomGov account is necessary to participate in or observe the hearing, and no pre-registration is required.

The audio portion of the hearing will be recorded electronically by the Court and constitute its official record.

All persons are strictly prohibited from making any other recording of court proceedings, whether by video, audio, "screenshot," or otherwise. Violation of this prohibition may result in the imposition of monetary and non-monetary sanctions.

The following is the unique ZoomGov connection information for the hearing on July 7, 2022:

**Join CACB ZoomGov Meeting**

Video/audio web address: <https://cacb.zoomgov.com/j/1611205023>

Meeting ID: 161 120 5023

Password: 917230

**Join by Telephone**

Telephone conference lines: 1-669-254-5252 or 1-646-828-7666

Meeting ID: 161 120 5023

Password: 917230

Video and audio connection information for the hearing on the Motion will be provided on Judge Kaufman's publicly posted hearing calendar, which may be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=VK>.

More information on appearing before the Court by ZoomGov is available in the "Notice Re Audio and Video Appearance Procedures For Judge Victoria S. Kaufman's Cases" on the Court's website at <https://www.cacb.uscourts.gov/judges/honorable-victoria-s-kaufman> under the "Phone/Video Appearances" section, and at the Court's website at <https://www.cacb.uscourts.gov/news/zoom-video-hearing-guide-and-training-participants>.

**Contact person for potential bidders (*include name, address, telephone, fax and/or email address*):**

Michael N. Flynn  
Michael.Flynn@riveron.com  
C: 817.681.8860

Date: June 16, 2022



## EXHIBIT A

## **ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this “Agreement”) is entered into by and between Machinery Network Auctions, Inc. (“MNA”) and Machinery Marketing International (“MMI”, and together with MNA, the “Purchasers”), on the one hand, and Schrillo Company, LLC (the “Seller” or “Debtor”), a California limited liability company having its address of record at 16750 Schoenborn St., North Hills, CA 91343, on the other hand (collectively, the “Parties” and each, a “Party”), as of June 16, 2022, and is made with respect to the following facts:

### **RECITALS**

A. On April 13, 2022, Debtor filed a voluntary petition under Subchapter V of Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), commencing the bankruptcy case *In re Schrillo Company, LLC*, Case No. 1:22-bk-10444-VK (the “Bankruptcy Case”) in the United States Bankruptcy Court for the Central District of California, (the “Bankruptcy Court”), thereby creating an estate comprised of all legal or equitable interests of the Debtor in property as of the commencement of the Bankruptcy Case (the “Estate”).

B. On May 16, 2022, the Bankruptcy Court entered its Order Approving Debtor’s Motion to Approve Sale Procedures for the Auction of Substantially all of its Assets Free and Clear of Liens, Claims and Interests [Doc. 53] (“Procedures Order”), approving Debtor’s Motion to Approve Sale Procedures for the Auction of Substantially all of its Assets Free and Clear of Liens, Claims and Interests [Doc. 35] (“Procedures Motion”).

C. On June 9, 2022, the Bankruptcy Court extended the deadlines set forth in the Procedures Order.

D. Purchasers wish to purchase, and Seller has agreed to sell, assign and transfer all of its right, title and interest in and to, substantially all of the Seller’s tangible personal property (the “Assets”) for the purpose of liquidating such Assets via auction or other sale proceeding.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Bankruptcy Court Approval. This Agreement shall not be deemed effective unless and until the Bankruptcy Court enters a final order approving this Agreement without material modification pursuant to Section 363 of the Bankruptcy Code (the “Sale Order”). The Debtor shall request Bankruptcy Court approval of this Agreement. If the Bankruptcy Court denies the motion seeking approval of this Agreement or approves this Agreement subject to material modifications, this Agreement shall be deemed null, void *ab initio*, and unenforceable, unless the Parties both agree in writing to proceed forward under this Agreement despite the material modifications. The date on which the Sale Order is entered without material modification becomes a Final Order may be referred to hereinafter as the “Effective Date.” An order shall be deemed a “Final Order” fifteen (15) calendar days after its entry, unless the Sale Order provides otherwise, in which case the Sale Order governs.

2. Asset Acquisition and Assignment. Subject to the terms contained herein, the Debtor agrees to sell, convey, assign and hypothecate on an AS IS, WHERE IS CONDITION AND WITH ALL FAULTS basis, without any representations or warranties, except as expressly set forth herein, and free and clear of any and all liens, claims, interests, and encumbrances to the fullest extent permitted under section 363(f) of the Bankruptcy Code, to the Purchasers for the consideration provided herein, any and all of the right, title and interest the Debtor and the Debtor's Estate has in the Assets, in accordance with, and with all protections afforded by, sections 363 and 365 of the Bankruptcy Code, except for the Excluded Assets and Interests (defined *infra*), as follows:

- a. Industrial equipment and office equipment identified on Schedule A hereto (the "Equipment") and shall include all associated manuals and tooling, rolling stock, racking and rolling cabinets, steel tables, tool room equipment, supplies and all other and various support equipment not specifically listed to whatever extent they are the tangible personal property of Debtor and in the possession of Debtor.

3. Excluded Assets and Interests. Notwithstanding anything stated in this Agreement, the following property, assets, possessions, rights and interests are expressly excluded from the Assets (the "Excluded Assets and Interests"), all of which will be retained by Seller:

- a. Customer tooling or fixtures (to the extent any remain onsite; which includes 1 whirling head, 1 tail stock, and 6 holders that are marked as customer owned property), employee personal items, fixtures, and mechanicals attendant to the building, all raw materials, works in progress (WIP) and finished parts, both of which Buyers shall offer for sale on behalf of Debtor on a commission only basis, as more fully described herein.
- b. Intellectual property (including associated good will of the Debtor's business) (the "Intellectual Property"), except for certain of Debtor's intellectual property that shall be licensed to Purchasers on a limited basis as set forth in Paragraph 8.
- c. Executory contracts and unexpired leases (the "Executory Contracts").
- d. Accounts receivable (the "Accounts Receivable").
- e. The Debtor's books and records, including customer lists (which, for clarification purposes only, does not include any consumer records) (the "Books and Records").
- f. The following leased equipment and vehicle: the Xerox WorkCentre 5335; Pitney Bowes DM125 Postage Meter; Newco Enterprises, Inc. FC-3 Coffee Brewer; Keurig K-2500 Coffee Maker; and Cadillac XT5.
- g. Customer drawings and engineering files.
- h. Any non-Debtor owned intellectual property in the possession of the

Seller, including but not limited to, trademarks, service marks, marks, patents, copyrights, trade secrets, processes, and designs.

- i. Any cash-on-hand.

4. **Overbid and Auction.** The sale of the Assets to the Purchasers pursuant to this Agreement (the “Sale”) shall be subject to auction, which auction is generally referred to herein as an “Auction.” The Auction shall take place in the Bankruptcy Court immediately prior to the hearing on the motion to approve this Agreement and the Sale (the “Sale Hearing”) unless the Bankruptcy Court designates an alternate time and/or place for the Auction.

5. **Consideration.** As consideration for the sale, conveyance, assignment and/or hypothecation of the Assets by the Seller to the Purchasers, the Purchasers shall pay the sum of ONE MILLION THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS and zero cents (\$1,355,000.00) (the “Purchase Price”) as follows:

**Deposit.** On or before June 16, 2022, the Purchasers shall pay the sum of 10% (the “Deposit”) of the Purchase Price via wire transfer to counsel for the Debtor, Alston & Bird LLP California IOLTA Trust Account (“A&B Trust”), for the benefit of Debtor:

Bank Name: Wells Fargo Bank, San Francisco, CA  
Account Name: Alston & Bird LLP California IOLTA Trust Account  
Account #: 20000 4068 3595  
WIRE ABA #: 121 000 248  
ACH ABA #: 122 287 170  
Swift Code: WFBIUS6S  
Reference: Schrillo Company, LLC (MNA & MMI’s Deposit)

Payment shall be deemed made upon receipt. In the event this Agreement is terminated in accordance with Paragraph 10, *infra*, or the Purchasers are not the ultimate purchasers of the Assets, the Purchasers shall be entitled to the return of the Deposit. The Debtor shall return the Deposit no later than five (5) business days after the termination of this Agreement or consummation of a sale of the Assets to an alternate purchaser.

- a. **Residual Payment.** On the Closing Date (defined *infra*), the Purchasers shall pay the ultimate purchase price of the Assets less the Deposit via wire transfer to the A&B Trust.
- b. **Purchase Price Allocation.** Purchasers may elect, in their sole and absolute discretion, to allocate the Purchase Price amongst one or more of the Assets.

6. **Sale Procedures.** The Debtor has obtained approval of the following procedures for the Auction:

- a. **Due Diligence and Confidentiality.** Any interested party may, at their option, execute an NDA obtainable from Riveron RTS, LLC (“RTS”) and arrange for access to the data room (“Data Room”) and to inspect and

review any of the Assets, including a visit to the Debtor's principal place of business, 16750 Schoenborn St., North Hills, CA 91343. Parties are encouraged to immediately contact Michael N. Flynn at RTS:

Michael N. Flynn  
Michael.Flynn@riveron.com  
C: 817.681.8860

- b. **Notice of Intent to Bid/Deposit.** Any party interested in bidding on the Assets during the Auction shall submit a written notice of intent to bid along with proof of the financial ability to purchase the Assets on the same terms and timeline as in this Agreement (or such other terms as may be acceptable to Debtor in its sole and absolute discretion), and in any event no later than June 23, 2022, and provide a deposit in the amount of 10% (the "Overbid Deposit") of the party's proposed purchase price to the Debtor via wiring payment to the A&B Trust on or before June 23, 2022.
- c. **Qualified Bidder.** The Debtor shall determine in its sole and absolute discretion whether the proof of financial ability to consummate the sale is sufficient to qualify the potential bidder to participate in the Auction ("Qualified Bidder"). Only Qualified Bidders may participate during the Auction. If a potential bidder does not qualify, the bidder may object to his/her/its characterization as unqualified.
- d. **Stalking Horse Bidder.** Any party interested in bidding on the Assets as the Stalking Horse Bidder shall submit an executed Agreement along with proof of the financial ability to purchase the Assets in accordance with the terms and timeline of this Agreement on or before June 16, 2022, and provide a deposit in the amount of 10% of the party's proposed purchase price to the Debtor via wiring payment to the A&B Trust on or before June 16, 2022, and shall otherwise comply with all material terms and conditions of this Agreement. The Debtor shall file a notice of any Stalking Horse Bidder, the proposed purchase price and whether the Stalking Horse Bidder intends to purchase all or only part of the Assets, on or before June 16, 2022. For avoidance of doubt, the Stalking Horse Bidder shall be considered a Qualified Bidder for all purposes, provided, however, that any specific provisions hereto regarding the Stalking Horse Bidder shall supersede any general provisions regarding a Qualified Bidder. If the Stalking Horse Bidder intends to purchase only part of the Assets, the Debtor may accept a separate Stalking Horse Bidder for other Assets, and the same terms and conditions shall apply to each Stalking Horse Bidder.
- e. **Minimum Initial Overbid/Bid Increments.** The minimum initial overbid during the Auction shall be no less than (x) FIFTY THOUSAND DOLLARS and zero cents (\$50,000.00) more than the Stalking Horse Bidder proposed purchase price plus (y) the Break-up Fee (defined *infra*) (the "Initial Overbid") (if any) and, thereafter (or if there is no Stalking

Horse Bidder), each overbid shall be in increments of no less than TWENTY-FIVE THOUSAND DOLLARS and zero cents (\$25,000.00) more than the immediately preceding bid.

- f. **Back-up Bidder.** If multiple bids are presented during the Auction, the highest and best bid as determined by the Debtor in its sole and absolute discretion, shall be selected as the winning bid (the “Winning Bidder”). The individual or entity that bid the next highest and best bid (the “Back-up Bid”) shall be deemed to be the back-up bidder (the “Back-up Bidder”). In the event that the Winning Bidder or, if applicable, the Back-up Bidder fails to close the sale within the time allotted, the Debtor shall solely retain or be entitled to recover the Deposit or Overbid Deposit, as applicable, as liquidated damages.
- g. **Break-up Fee.** In the event that the Sale closes without the Stalking Horse Bidder acquiring the Assets, then the Stalking Horse Bidder shall be entitled to a break-up fee in the amount of 3% of the Stalking Horse Bidder’s originally proposed purchase price (the “Break-up Fee”).
- h. **Overbid Deposit Return.** With the exception of the deposits paid by the Winning Bidder and/or Back-up Bidder, all Overbid Deposits shall be returned no later than seven (7) days after the conclusion of the Auction. If the Winning Bidder closes on the Sale, the Back-up Bidder shall be entitled to the return of its Overbid Deposit no more than seven (7) business days after the Closing Date.
- i. **Bidding Order.** Bidding during the Auction shall begin with the highest qualified bid submitted prior to the Auction, if any. During the Auction, the Stalking Horse Bidder (if any) shall be entitled to offer the first bid in response to the Initial Overbid. Thereafter, the order for the submission of bids shall be governed by a randomly selected order by the Debtor that will be maintained for the rest of the Auction. A bidder that abstains from submitting a bid in any round of bidding waives the right to thereafter submit a bid during a later round. Bidding shall continue until a Winning Bidder and Back-up Bidder are selected.
- j. **Zoom Participation.** Any Qualified Bidder, including the Stalking Horse Bidder, who wishes to participate in the Auction must be present (whether in person or through a designated agent) via Zoom with their video camera on. No telephonic or non-video participation at the Auction will be permitted, unless otherwise ordered by the Court.
- k. **Transcription.** The Auction will be transcribed by a court reporter, or audio recorded, at the Debtor’s discretion.
- l. **Open Bidding.** Except as otherwise set forth herein, the Debtor may conduct the Auction in the manner it determines will result in the highest,

best or otherwise financially superior offer(s) for the Assets. Any such rules must provide that: (A) the procedures will be fair and open, with no participating Qualified Bidder disadvantaged in any material way as compared to any other Qualified Bidder; (B) the true identity of each Qualified Bidder will be fully disclosed to the Court and all other Qualified Bidders and all material terms of each Qualified Bid will be fully disclosed to all other bidders throughout the entire Auction; and (C) each Qualified Bidder will be permitted a fair, but limited, amount of time to respond to the previous bid at the Auction. The Debtor requests that the Court either (i) conduct the Auction or (ii) permit counsel for Debtor to conduct the Auction in open court.

- m. **Rounds.** The Auction will continue in one or more rounds of bidding and shall conclude after each participating Qualified Bidder has had an opportunity to submit an additional bid, after being advised of the then-highest bid and the identity of the party making such next highest bid.
- n. **Higher and Better Bids.** In considering every bidder's bids, the Debtor shall take into account the Break-up Fee.
- o. **Additional Terms and/or Conditions.** The Debtor, in its sole and absolute discretion, may (a) amend and/or impose additional terms and/or conditions at or prior to the Auction that it believes will better promote the goals of the Auction and do not otherwise conflict with the terms and requirements set forth in the APA, (b) extend the deadlines set forth in the sale procedures and/or adjourn the Auction and/or the Sale Hearing in open court or on the Bankruptcy Court's calendar on the date scheduled for said hearing without further notice to creditors or parties-in-interest, and (c) withdraw the Sale at any time prior to the conclusion of the Sale Hearing.
- p. **Winning Bidder.** The Debtor shall (i) review each bid (as and to the extent such bids were increased at the Auction) on the basis of financial and contractual terms and the factors relevant to the sale, including those factors affecting the speed and certainty of consummating the sale, and (ii) identify the highest and otherwise best offer for the Assets as the winning bid, and such entity submitting the winning bid will be the Winning Bidder. Prior to the conclusion of the Auction, the Winning Bidder shall enter into an APA that conforms with the winning bid. Immediately following the conclusion of the Auction, the Debtor shall request that the Court enter an order approving the Auction.

7. Purchaser Representations and Warranties. In conjunction with the sale, the Purchasers make the following representations and warranties:

- a. MNA is a corporation formed under the laws of the State of California. MMI is a limited liability company formed under the laws of the State of California.

The Purchasers are in good standing and is authorized to conduct business within the state of its organization.

- b. The Purchasers have obtained any and all corporate approvals necessary to execute this Agreement and consummate the Sale on the terms set forth herein.
- c. The Purchasers have sufficient funds to consummate the Sale and make all payments required under this Agreement within the time allotted for such payments.
- d. The Purchaser acknowledges that the Debtor has not guaranteed the Break-up Fee. The Purchaser further acknowledges that whether such Break-up Fee is granted rests solely within the discretion of the Bankruptcy Court and, so long as the Debtor requests such Break-up Fee, that the denial or modification of any such Break-up Fee by the Bankruptcy Court shall not constitute a breach of this Agreement by the Debtor or the Estate or cause to terminate this Agreement.
- e. The Purchasers acknowledge that the Sale transaction involves the sale, conveyance, assignment and/or hypothecation of the Estate's rights, title and interest in the Assets.
- f. The Purchasers acknowledge that they are purchasing the Assets without any representations or warranties by the Seller as to the quality, condition, or the appropriateness for any particular purpose with respect to any of the Assets.
- g. Any omission or inaccuracy of any information and/or documentation provided by the Debtor and/or any of its agents shall not result in any claim by the Purchasers for damages or cause a material breach of this Agreement. The Purchasers have not relied upon such information and documentation in deciding to proceed with the Sale; rather, the Purchasers have conducted independent due diligence regarding the Assets and have decided to proceed with the acquisition of the Assets based on the information it obtained through its independent research and analysis of the Assets.
- h. The Purchasers represent and warrant that they are not insiders of the Debtor as that term is defined in section 101(31) of the Bankruptcy Code.

8. Equipment Sales.

- a. Seller shall grant to Purchasers an exclusive and limited, royalty-free, license to use Debtor's name, trademarks, trade names and logos for the limited purposes of advertising, marketing, and otherwise publicizing the sale of the Assets by Purchasers.
- b. Buyers shall offer to sell any of the Excluded Property on behalf of Debtor,



and on Debtor's own account, with 100% of all sale proceeds going to Debtor with Buyers keeping only the requisite Buyer's Premium of 18% as their only commission.

9. Closing.

- a. **In General.** The closing date of the Sale shall be the first business day after the Effective Date (the "Closing Date"). The Parties may agree to extend the Closing Date for up to fifteen (15) days without further approval of the Bankruptcy Court. Any agreement to extend or delay the Closing Date must be set forth in writing. In no event shall the Closing Date occur more than fifteen (15) calendar days after the Effective Date.
- b. **Debtor Deliveries at Closing.** The Debtor shall deliver to the Purchasers, as applicable, such duly executed bills of sale, assignments and other instruments of assignment, transfer or conveyance, in form and substance reasonably satisfactory to the Purchasers, as the Purchasers may reasonably request or as may be otherwise necessary to evidence and effect the sale, assignment, transfer, conveyance and delivery of the Assets and to put the Purchasers in actual possession and control of the Assets (all such deliveries referred to herein as the "Ancillary Agreements").
- c. **Payoff of Leaf Capital Funding, LLC Liens.** Notwithstanding anything elsewhere in this Agreement, Seller shall be obligated to pay off the outstanding balance of any amounts owed to Leaf Capital Funding, LLC under the financing agreements by and between Leaf Capital Funding, LLC and the Seller, through the flow of funds at closing.
- d. **Post-Closing Covenants.**
  - i. Purchasers shall have 90 days from the Closing Date to remove the Assets from the premises and shall follow any other directives as Seller may, from time-to-time, have. Upon the Closing Date, Purchasers shall have immediate, if limited, access to the Assets and shall enjoy free, unobstructed use of the premises at 16750 Schoenborn St., North Hills, CA 91343 ("Premises") at no additional cost to the Purchasers to prepare for and hold an auction of the Assets. Any of the Assets not removed after 90 days from the Closing Date shall be deemed abandoned by Purchasers and all title and interest shall automatically revert to Seller without further notice, cost or rebate.
  - ii. If Purchasers' or their agents' access, use or occupancy of the Premises is unreasonably impeded, delayed or interrupted for any unreasonable reason caused by Seller, Purchasers may elect, in their sole discretion, to toll the access period during the interruption or may terminate this Agreement without further obligation, penalty or

consequence;

- iii. Seller shall maintain and pay for all utilities, including but not limited to, electric, gas, water, sewer, and trash service as necessary for Purchasers' purpose at the Premises throughout the term of the Agreement.
- iv. Seller shall be responsible for providing security at the Premises for the Assets from the Closing Date through the completion of the Purchasers' auction of the Assets.
- v. Seller shall name Purchasers and Schrillo Realty, Inc. as an additional insured or loss payee under its blanket commercial general liability insurance policy from the Closing Date through the completion of the Purchasers' auction of the Assets.
- vi. Seller shall be responsible for the removal of all coolants from the Assets, if any. Purchasers shall not be liable for the handling or removal of any hazardous substances, trash, or other debris from either the Assets or Premises.
- vii. The Parties agree as follows with respect to the period following the Closing Date: (i) If at any time after the Closing Date any further actions are necessary to carry out the purposes of this Agreement, each of the Parties shall make commercially reasonable efforts to take such further actions (including the execution and delivery of such further instruments and documents) as any other Party may reasonably request, all at the sole cost and expense of the requesting Party.

10. Termination. This Agreement may be terminated by either Party hereto through the provision of written notice of termination upon the occurrence of one or more of the following events:

- a. The Bankruptcy Court fails to enter an order approving the sale within one week after the conclusion of the Auction.
- b. The Bankruptcy Court enters an order either (i) denying approval of this Agreement and the sale or (ii) approving this Agreement subject to material modifications which are not approved by the Parties in accordance with Paragraph 1 of this Agreement and/or that does not include a good faith finding pursuant to section 363(m) of the Bankruptcy Code;
- c. The Bankruptcy Court approves the sale of the Assets to a third party and, in the event the Purchasers are the Back-up Bidder, such third party consummates the acquisition of the Assets.
- d. Breach by the Purchaser in accordance with Paragraph 11.

e. Breach by the Debtor in accordance with Paragraph 12.

11. Breach by Purchaser. In the event the Purchasers fail to close the Sale or timely perform any obligation under this Agreement solely as a result of Purchasers' acts or omissions, the Purchasers and the Debtor acknowledge that it would be impractical and extremely difficult to estimate the damages the Estate will suffer as a result of such breach. Therefore, the Purchasers and the Debtor hereby agree that a reasonable estimate of the damages that the Estate would suffer in the event that the Purchasers default is and will be an amount equal to the Deposit. Such amount shall be the full, agreed upon and sole amount of monetary damages for default by the Purchasers under this Agreement, and all other claims to damages or other remedies, including, without limitation, the remedy of specific performance, being hereby expressly waived by the Debtor. This Agreement will thereupon be terminated and neither Party will have any further rights or obligations hereunder. Notwithstanding anything in this Agreement to the contrary, the Purchasers shall not be in default with respect to any of its obligations hereunder unless and until (i) the Purchasers receive written notice from the Debtor specifying such default and the means/remedies to cure such default; and (ii) the Purchasers fail to cure such default within five (5) business days from the receipt of such notice, except that no such cure period shall apply to a default by the Purchasers that is the failure to close the Sale on the Closing Date, as may be extended by the written agreement of the Parties.

12. Breach by the Debtor. In the event the Debtor breaches any provision of this Agreement, the sole and exclusive remedy of the Purchasers shall be to return the Parties to the *status quo ante* through the rescission or termination of this Agreement and the return of any and all funds delivered to the Debtor by the Purchasers in conjunction with this Agreement or the proposed sale. The Purchasers shall not be entitled to pursue or obtain any further or additional monetary damages or legal or equitable remedies against the Debtor or the Estate.

13. Assignment. The Purchasers may not assign this Agreement, or any rights hereunder, without the prior written consent of the Debtor. Notwithstanding the foregoing, an assignment to an entity that is owned and controlled by the Purchasers or the members of the Purchasers, and that expressly assumes in writing all of the Purchasers' obligations hereunder (a "Permitted Assignee"), does not require the Debtor's written consent; *provided, however*, that any Permitted Assignee, concurrently with assuming the Purchasers' obligations under this Agreement, must make in writing the same representations and warranties (adapted as required for the type of entity and state of formation or incorporation) as the Purchasers have made under this Agreement, but if such Permitted Assignee fails to expressly do so, it shall be deemed to have made such representations and warranties by executing the assignment and assumption agreement with the Purchasers and the breach of any such representations and warranties shall have the same consequences as if the Purchasers have breached such representations and warranties. The Purchasers will give the Debtor written notice of any Permitted Assignee or any other proposed assignee at least five (5) business days prior to the Closing Date, and the Purchasers shall remain liable for any monetary obligation of any Permitted Assignee. No assignment will release the Purchasers from their obligations hereunder.

14. Miscellaneous Provisions.

a. **Partial Invalidity.** If any term or provision of this Agreement or the

application thereof to any individual or entity or particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to individuals or entities or particular circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- b. **Waivers.** No waiver of any breach of this Agreement, or any covenant or provision herein, shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.
- c. **Successors and Assigns.** Subject to the limitations of Paragraph 13, *supra*, this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Parties hereto.
- d. **Entire Agreement.** This Agreement (including all schedules and exhibits attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings (including any so-called "term sheets" or "letters of intent") with respect thereto.
- e. **No Third-Party Benefit.** Other than as expressly set forth in Paragraph 13.c., this Agreement is for the benefit of the Parties only and is not intended to and shall not confer any rights or benefits upon any other individual or entity.
- f. **Construction.** Paragraph headings are solely for convenience, and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural, the masculine includes the feminine and the neuter, and vice versa. Unless otherwise indicated, all references to Paragraphs (and subparagraphs) are to Paragraphs (and subparagraphs) of this Agreement. All exhibits and schedules referred to in this Agreement are attached and incorporated by this reference. In the event the date on which the Purchasers or the Debtor are required to take any action under the terms of this Agreement is not a business day, the action will be taken on the next succeeding business day.
- g. **Joint Authorship.** This Agreement is the product of negotiation and preparation by and among each Party hereto, and each Party acknowledges that it has had the opportunity to consult with independent counsel of its choosing. Accordingly, this Agreement and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted and construed without reference to the identity of the individual or entity preparing this Agreement on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to

do so. Accordingly, the Parties hereby waive the benefit of California Civil Code section 1654 and any successor or amended statute, which provides that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist, and any and all similar rule(s) and/or statute(s).

- h. **Governing Law/Forum Selection.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS PRINCIPLES THEREOF. By executing this Agreement, each of the Parties hereto hereby (1) irrevocably and unconditionally agrees that any legal action, suit or proceeding with respect to any matter under or arising out of or in connection with this Agreement shall be brought in the Bankruptcy Court and (2) irrevocably accepts and submits itself to the exclusive jurisdiction of the Bankruptcy Court, generally and unconditionally, with respect to any such action, suit or proceeding, and consents to the entry of any final order or judgment by the Bankruptcy Court. If the Bankruptcy Court lacks the requisite jurisdiction or authority to adjudicate any such disputes, the Parties hereto hereby consent to the jurisdiction and venue of the United States District Court for the Central District of California to resolve any such disputes.
- i. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Copies of signatures on documents transmitted by electronic means shall be valid. A Party may change the designated recipient or address(es) for the provision of notice(s) under this Agreement by transmitting a notice of address or recipient change by the means specified in this Paragraph. Any address or recipient change shall be deemed effective upon receipt. Any notices transmitted prior to receipt of a notice of address or recipient change shall be deemed valid and effective.

**Notices to Seller:**

Schrillo Company, LLC  
16750 Schoenborn St.  
North Hills, CA 91343  
Attn: Jeri Nowlen and Brian D. King  
jnowlen@schrillo.com  
brian@bkingcpa.com

With a copy to:

Alston & Bird LLP  
333 S. Hope Street, 16th Floor  
Los Angeles, CA 90071  
Attn: Leib M. Lerner, Esq. and Douglas Harris, Esq.

Execution Version

leib.lerner@alston.com  
douglas.harris@alston.com

**Notices to Purchasers:**

Machinery Network Auctions, Inc.  
15910 Ventura Blvd., Suite 1410  
Encino, CA 91436  
Attn: Eric Raffin  
eric@machinerynetwork.com

With a copy to:

Machinery Marketing International  
1626 W. Lake St.  
Chicago, IL 60612  
Attn: Aniket Pawar  
aniket@mimi-direct.com

In witness whereof, the Parties hereto have duly executed this Agreement as of the date first written above.

**PURCHASERS**

Machinery Network Auctions, Inc.

By \_\_\_\_\_

Name: Eric Raffin

Title: Exec. V.P., Asset Management

Dated: \_\_\_\_\_

Machinery Marketing International

By \_\_\_\_\_

Name: Aniket Pawar

Title: Sr. Engineering Manager

Dated: \_\_\_\_\_

**SELLER**

Schrillo Company, LLC

By  \_\_\_\_\_

Name: Jeri Nowlen

Title: CEO

Dated: 6-15-22

Execution Version

leib.lerner@alston.com  
douglas.harris@alston.com

**Notices to Purchasers:**

Machinery Network Auctions, Inc.  
15910 Ventura Blvd., Suite 1410  
Encino, CA 91436  
Attn: Eric Raffin  
eric@machinerynetwork.com

With a copy to:

Machinery Marketing International  
1626 W. Lake St.  
Chicago, IL 60612  
Attn: Aniket Pawar  
aniket@mmi-direct.com

In witness whereof, the Parties hereto have duly executed this Agreement as of the date first written above.

**PURCHASERS**

Machinery Network Auctions, Inc.

By  \_\_\_\_\_

Name: Eric Raffin

Title: Exec. V.P., Asset Management

Dated: June 15, 2022

Machinery Marketing International

By  \_\_\_\_\_

Name: Aniket Pawar

Title: Sr. Engineering Manager

Dated: June 16, 2022

**SELLER**

Schrillo Company, LLC

By \_\_\_\_\_

Name: Jeri Nowlen

Title: CEO

Dated: \_\_\_\_\_

## **SCHEDULE A**

### **[Equipment]**

#### **Grinding Area**

Shigiya GSP-30 CNC Plain Cylindrical Grinder, Fanuc Powermate, 2 Axis control, gauging, New 2000

Shigiya GPS-30 CNC Plain Cylindrical Grinder, Fanuc Powermate, 2 Axis control, gauging, New 2007

Super Mic

Tschudin HTG-600 Univ Cylindrical Grinders, DRO, s/n 65200

Tschudin HTG-400 Univ Cylindrical Grinder, DRO, s/n 681158

Tschudin HT-400 Univ Cylindrical Grinder, DRO, s/n 691233

Landis 3R Plain Cylindrical Grinder, 14" x 48" CC, gauging, s/n 797-60 New approx. 1970

Excello 33 Thread Grinder, s/n 3129

J&L 16" Comparator, basic

Cincinnati Centerless grinder s/n UNK EA mdl?

Heald 72A ID Grinder, Red Head spindle – 1940's

Heald 72A ID Grinder, Red Head spindle - 1940's

Landis 4H PI Cylindrical grinder

Rockwell Delta Drill Press

Magnaflux Magnetic Inspection Machine – 1960's

Grinding wheels, hubs, tooling, fixturing, small gauges & cabinets through-out grind area

#### **Small Lab**

2' x 3' Granite Surface Plate, height gauge, arbor press, Blue M oven, Small Lab hood, custom built test machines, broken arm router, shelves & benches

#### **Shipping Dept**



GMC Savana G2500, 6L V8, Cargo Van –  
New 2018

## **Tool Grinding Room**

Christen Select O Point Drill Grinder

Deckel S1 Drill Grinder with pedestal bas

P&W Tool & Cutter Grinder

Cuttermaster Drill grinder

Cuttermaster Drill grinder

Optima Drill Grinder

Optima Drill grinder

Epilog Fiber Mark Laser 30W 24" x 12", s/n 8030-1822042241FMR, New 2018

## **Precision Thread Grinding, Turning & Whirling area**

Despatch RS-1 Electric Oven 460 deg F

30" J&L Comparator, pwr stage & Quadra check DRO, New 1983

Tschudin HTG-600 Univ Cylindrical Grinder, DRO, s/n 68297

Haas VF-1 VMC, basic, s/n 1672315, New 2019

Hemburg Mikroturn 100 CNC Precision Turning Center, Siemens ctrl, collet chuck, turret, chiller, granite base, s/n 014300270-PO, New 2013

Drake GS: TI-LM 200 CNC ID Thread Grinder, Fanuc 0iMD, 5 Axis, 6 Jaw chuck, Coolant system, s/n 15677, New 2015

Drake GS: TE-LM CNC OD Thread Grinder, Fanuc 0iMD, 4 Axis, SBS balancer, coolant, s/n ?, New 2009

(2) SuperMics

Drake GS: TE-LM CNC OD Thread Grinder, Fanuc 0iMD, 4 Axis, coolant unit s/n 13578, New 2014

Leistritz PW 160.1.2000 CNC Thread Whirling Lathe, Siemens ctrl, s/n 775 5137, New 2001

Precision Lead tester

Leistritz Kalimat C34 Tool Presetter, New 2000

Super Mic

## **Machining Area**

Fadal VMC-4020HT 4 Axis VMC, New 1988

10" or 12" Matsumoto 4<sup>th</sup> axis table

Fadal VMC-40 4 Axis VMC, New 1985

6" Calmation Rotary Table

Fadal VMC-40 4 Axis VMC, New 1986

6" Fadal Rotary Table

Haas VF-4 4-Axis VMC, probing, side mount ATC 40 pos, s/n 1123382,  
new 2015

8" Haas rotary table

Granite surface plate w/height gauges & height master

Tree Vertical Mill, DRO, pwr feeds

Bridgeport Series I Vertical Mill

Tree 2UVR Vertical Mill, DRO pwr feed

Deckel FP1 Universal Mill

Deckel FP1 Universal Mill

Weiler Matador Tool Room Lathe

Kalamzoo Startrite 24V Vertical Band Saw

Cress Oven

Workbench with Delta DP & 3 bench grinders & arbor press

Haas VF-1, basic, New 1997

Haas Super Mini Mill, ATC, New 2008

Fadal VMC-40 4 Axis VMC, MP CNC, Rebuilt 2012

Unk Rotary table, 12" face plate

Nakamori Tome TMC-15 CNC Lathe, Fanuc 0T, hyd bar feed

Upgrade Technologies GT-27 CNC Gang Tool Lathe, Fagor ctrl, New ?

Fixturing & Tooling for VMC, mills & lathes, shelves, 5 cabinets

**Shop floor quality/inspection area**

14" Kodak Comparator, old, basic

P&W Super Mic

P&W Super Mic

Scheer Tumico 30" Comparator, old DRO

custom Granite surface plates/table approx. 3 x 15  
overall

Sunnen Air Gauge

Trimos Fowler V1000+ digital height Gage

Mitutoyo Digital height gage, older

Height Master

Mitutoyo Precision Centers

(2) Rockwell Hardness Testers, analog

Cabinets w/various gages & fixtruing

**Outside "storage"**

4 Chamber Barrel Deburrer

Vibratory Deburrer, round

Power Kleen parts washer, rotary basket type

Coolant filtration system wti h paper filter

30 HP Atlas Copco GA22VSD Rotary Screw Air Compressor,  
New 2007

Keltec Technolab Refrig. Air Dryer

24 HP Atlas Copco GA18FF Rotary Screw Air Compressor,  
New 2008

Stand Up Elect Forklift - poor condition

Yale Fork Lift , LPG, poor condition

## **2nd Test Area**

Devin Pneumatic Arbor  
Press

Milmetco Oven 500 deg F

Custom Hyd Press  
Flo-Bac Part Washer

Powered gear test stand

Sundstrand Precision Centers table,  
steel

## **Straightening Area**

Eitel RP-25 Hyd Straighteneing Press, prec centers ficture, New  
1988

Eiterl RP-16 Hyd Straightening Press, prec centers fixture, New  
2001

Sunnen hone with custom long part holding fixture

Sunnen mnl stroke hone

Sunnen Pwr Stroke Hone with auto size gauge

custom chucker lathe/buffe w/6 jaw chuck

(2) Bench chuckers with collet chucks

(2) Servo Mini Drills

Unk Oven

Cantilever rack with bar stock

Hardinge DV-59 lathe - no carraige

Excello Center Lapper

Amada HFA250W Auto Horiz Band Saw, New 2012

Burr King Belt Sander

## **Buffing & Deburring work areas**

(2) buffers on pedestals

Omegasonics 5038 Ultrasonic CLeaner - single chamber, approx  
2 x 3

(3) Grinding, deburr & buffing stations with bench grinders

Custom EBA Gear Deburrer with cover w/dust collector

### **Bar Stock Storage Area**

Rusch Horizontal Band Saw -  
basic

orange shelves and racks with multi bar stock lengths and  
diameters

JG Burns Bar End Camfer/Finisher Machine

### **Turning Area**

1" x 48" Technidrill GD 1.00-10-1A-PLC-48-DS/CR Dual Spindle Gun Drill,  
PLC control, s/n 7267-09/04, New 2004

Pratt & Whitney 16" Model C Engine Lathe 16"x50" DRO

Mori Seiki MS-1250G Gap Bed Engine Lathe, DRO

Pratt & Whitney 16" Model C Engine Lathe 16"x50" DRO

Pratt & Whitney 16" Model C Engine Lathe 16"x50" DRO

DMG Mori DT-2050 CNC Lathe, Fanuc 0i-TD, Live tool? C axis? sub? s/n  
DT205131210, New 2013

Haas TL-2 CNC Flat Bed Lathe, indexing turret, s/n 6982, new 2003

Hardinge HC 2nd Op/Threading Chucker, s/n HC1873F

Hardinge AHC Auto Threading Lathe, s/n HC6195T

Hwacheon 18"x59"G Gap Bed Engine Lathe, DRO, New 1994

(3) Carbide Grinders

Snow custom taper

Pratt & Whitney Tool & Cutter Grinder

Clausing Colchester 17C Engine Lathe w/belt grinding fixture, old

(2) Long thin granite surface plates

Nakamori Tome TMC-15 CNC Lathe, Fanuc, hyd sgl tube bar feed

Nakamori Tome TMC-15 CNC Lathe, Fanuc, CNC enhancements mag type bar feed

14" J&L comparator, OLD

Upgrade Technologies GT-27 CNC Gang Tool Lathe, Fagor ctrl

Mori Seiki SL-3H CNC Lathe, Yansac LX1 ctrl

tooling, fixturing, cabinets and work bench thru out area

### **Deburr room**

Comco Micro Abrasive blast cabinet

Multi Barrel tumbler

(2) Trinco Abrasive Blast Cabinets - shared media reclamation

### **Surface Grinder Room**

Abrasive 1 1/2 Surface Grinder

Auperabrasive 1218 surface grinder

Abrasive 1 1/2 Surface Grinder

Heald Horiz Spindle Rotary Surface grinder

Abrasive 1 1/2 Surface Grinder

tooling & fixtures

### **Metrology Room**

14" Scheer Tumico Comparator, Quadra Chek 200 DRO

Keyence IM-7030 Image Dimension Measuring Machine, s/n 5C910117, New approx 2019

Mitutoyo RA-2200DX Roundness Measuring Instrument, s/n 500071211, New 2012

Mitutoyo QV ELF Optical CMM

Mitutoyo Crysta Apex 574 DCC CMM, PH10

Mitutoyo CV-3200H4 Contour Measuring Machine, s/n 100181306, New 2013

Trimos Fowler Digital Height Gauge

Mitutoyo Surftest SJ-410

Balance of height gauges, microscopes, cabinets, hand gauges, etc,

### **Assembly & Efficiency Test Area**

#### **EDM Area**

Agie Spirit 3 CNC Sinker EDM, 22" X, C axis, new 2006

Agie Mondo Star 20 CNC sinker EDM, Futura IV ctrl, ATC, new approx 2002

AgieCharmilles Cut 20P Wire EDM, New 2013

Agie Agiecut120 CNC Wire EDM, New 1995

AgieCharmilles Cut 20P Wire EDM, New 2012

AgieDrill EDM Drill, New 2006

Agie Wire EDM - 1980's vintage

big arbor press

Upright MX 15 Scissor Lift

Rolling Gantry Crane w/Yale chain fall

Mori SL-3 CNC Lathe - old 2000 control

Haas TM1 4-Axis VMC, ATC + rotab, new 2005

Doosan Puma 2500LSY CNC Lathe, Fanuc 18iTB, live tool, Y axis, sub spd, New 2006

tooling & pick-up rhu out EDM area



Stock & storage area near restrooms

Mezzanine storage area w/pool table & ping  
pong

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
333 S Hope Street, 16<sup>th</sup> Fl., Los Angeles, CA 90071

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 6/16/2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Katherine Bunker** kate.bunker@usdoj.gov
- **Nathan E Delman** ndelman@hmbllaw.com
- **John-Patrick McGinnis Fritz (TR)** jpfrustee@lnbyg.com, jpf@trustesolutions.net
- **Jeffrey M Goldman** goldmanj@pepperlaw.com, allenjs@pepperlaw.com
- **Douglas Harris** Douglas.harris@alston.com
- **Aaron Hammer** ahammer@hmbllaw.com
- **Kay S Kress** kay.kress@troutman.com, susan.henry@troutman.com
- **Leib M Lerner** leib.lerner@alston.com, autodockettest-lax@alston.com; Melanie.mizrahi@alston.com
- **Giovanni Orantes** go@gobklaw.com, gorantes@orantes-law.com, cmh@gobklaw.com, gobklaw@gmail.com, go@ecf.inforuptcy.com, orantesgr89122@notify.bestcase.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (SV)** ustpregion16.wh.ecf@usdoj.gov

**2. SERVED BY UNITED STATES MAIL:**

On *(date)* 6/16/2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** *(state method for each person or entity served)*: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* 6/16/2022, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Honorable Victoria S. Kaufman  
United States Bankruptcy Court  
Central District of California  
21041 Burbank Boulevard, Suite 354/Courtroom 301  
Woodland Hills, CA 91367  
(Via Personal Delivery)

**4.** On 6/16/2022, I have provided all interested parties that have executed an NDA a copy of the foregoing document via the Data Room.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

6/16/2022

Melanie Mizrahi

/s/ Melanie Mizrahi

*Date*

*Printed Name*

*Signature*

**SERVICE LIST**

5th Axis Inc  
7140 Engineer Road  
San Diego, CA 92111

AgieCharmilles LLC  
560 Bond Street  
Lincolnshire, IL 60069

Airhardware Inc.  
Dept. La 23089  
Pasadena, CA 91185-3089

Alliance Thread Rolling  
100 East Prospect Avenue  
Burbank, CA 91502

Alpine Bearing Company, Inc.  
298 Lincoln Street  
Allston, MA 02134-0003

Aqui Larry  
7918 Bellingham Ave  
North Hollywood, CA 91605

AT&T  
PO Box 6463  
Carol Stream, IL 60197-2009

Barry Ave Plating Co.  
2210 Barry Avenue  
Los Angeles, CA 90064

Blackhawk Industrial Dist, Inc  
Dept #41923  
Po Box 650823  
Dallas, TX 75265-0823

Bodycote - Vernon  
Dept. 9692  
Los Angeles, CA 90084-9692

Boeing Distribution  
Po Box 842267  
Dallas, TX 75284-2267

Boston Centerless  
11 Presidential Way  
Woburn, MA 01801

Accurate Steel Treating  
10008 Miller Way  
South Gate, CA 90280

Airgas USA, LLC  
Po Box 102289  
Pasadena, CA 91189-2289

All Metal Processing Of Orange Coun  
Po Box 102539  
Pasadena, CA 91189-2539

Allianz  
One Progress Point Parkway, Suite 2  
O Fallon, MO 63368

Anthony Schrillo  
1785 Voyager Avenue  
Simi Valley, CA 93063

Aselsan  
296 Cadde No: 16 06200  
Yenimahalle  
Ankara, Turkey

B-G Detection Service, Inc.  
9235 Glenoaks Blvd.  
Sun Valley, CA 91352

BCS Insurance Co  
2 Mid America Plaza, Suite 200  
Villa Park, IL 60181

Blue Origin  
21218 76th Street  
Kent, WA 98032

Bodycote Thermal Processing  
Po Box 201745  
Dallas, TX 75320-1745

Bosch Rexroth Corporation  
5150 Prairie Stone Parkway  
Hoffman Estates, IL 60192-3707

Brian D. King CPA, INC.  
12309 McLennan Avenue  
Granada Hills, CA 91344

Business Card  
Po Box 15796  
Wilmington, DE 19886-5796

Cartagena Alan  
12250 Peoria Street  
Sun Valley, CA 91352

CEF Industries, LLC  
320 S. Church Street  
Addison, IL 60101

Cerpa Steve  
16052 Acre St  
North Hills, CA 91343

Chapetta Irene  
11736 Brussels Ave  
Sylmar, CA 91342

Chubb  
PO Box 382001  
Pittsburgh, PA 15250-8001

City of Los Angeles  
False Alarms  
Po Box 30879  
Los Angeles, CA 90030-0879

Clarke Engineering, Inc.  
8058 Lankershim Blvd.  
North Hollywood, CA 91605

Contract Manufacturing  
571 Searls Avenue Suite D  
Nevada City, CA 95959

CPI Solutions  
5999 Ridgeview St Unit A  
Camarillo, CA 93012

Culligan Of Sylmar  
Po Box 2903  
Wichita, KS 67201-2903

Cutter Inovations LLC  
5000 Robb St Bldg 2/B  
Wheat Ridge, CO 80033

Cal-Labs  
14747 Artesia Blvd #4g  
La Mirada, CA 90638

Cartagena Elmer  
2038 Avenida Refugio Apt #1  
Simi Valley, CA 93063

Cerpa Ernie  
7549 Freestone Ln  
Little Rock, CA 93543

CGI Inc  
3400 Arrowhead Drive  
Carson City, NV 89706

Christensen William  
29026 St Tropez Pl  
Castaic, CA 91384

City of Los Angeles  
Office Of Finance  
Po Box 51112  
Los Angeles, CA 90051-5412

City of LOs Angeles  
Public Works/Sanitation  
Po Box 3074  
Los Angeles, CA 90030-0749

Collins Aerospace  
Simonds Precision Products  
100 Panton Road  
Vergennes, VT 05491-1008

Cook Induction Heating  
PO Box 430  
Maywood, CA 90270

CSM H&W Trust Fund  
Risk Program Administration  
333 E Osborn Road.  
Phoenix, AZ 85012

Curtiss-Wright  
18400 West 77th Street  
Chanhassen, MN 55317

D & K Industries, Inc.  
10135 Canoga Ave  
Chatsworth, CA 91311

Danobat Inc  
1914 S. Houston Ave.  
Humble, TX 77396

De La Cruz Carias Marvin  
7055 Lennox Ave #361  
Van Nuys, CA 91405

De Lage Landen Financial Svcs  
Po Box 41602  
Philadelphia, PA 19101-1602

De Lange Landen Financial Services  
Po Box 41602  
Philadelphia, PA 19101-1602

DGI Supply - A DoAll Company  
1480 S Wolf Rd  
Wheeling, IL 60090

Diaz Gerardo  
8024 Woodman Ave #7  
Panorama City, CA 91402

Dmark  
10552 Humbolt St  
Los Alamitos, CA 90720

Doimak S.A.  
Pol Ind San Lorenzo 4  
20870 Elgoibar Spain

DRAKE Manufacturing LLC  
4371 N Leavitt Rd  
Warren, OH 44485

DRS Network & Imaging System LLC  
100 North Babcock Street  
Melbourne, FL 32935

Eaton Aerospace LLC  
3675 Patterson Ave S.E.  
Grand Rapids, MI 49512

ECi Software Solutions, Inc.  
Po Box 200164  
Pittsburgh, PA 15251-0164

Eisenreich Greg  
4207 Carlotta St  
Simi Valley, CA 93063

Elcan Optical Technologies  
A Division of Raytheon Canada Limi  
450 Leitz Rd  
Midland ON L4R 5B8 Canada

Electrolurgy, Inc.  
1121 Duryea Avenue  
Irvine, CA 92614

Embee Processing, LLC  
Po Box 102540  
Pasadena, CA 91189-2540

Employment Development Department  
Bankruptcy Group MIC 92E  
PO Box 826880  
Sacramento, CA 94280-0001

Enviro-Tech Industries  
415 N Maple Grove Rd  
Boise, ID 83704

Escacenas Camilo  
10050 Woodley Avenue  
North Hills, CA 91343

First Choice Services  
18840 Parthenia St  
Northridge, CA 91324

First Insurance  
PO Box 7000  
Carol Stream, IL 60197-7000

FLores Armando  
1416 N Buena Vista St  
Burbank, CA 91505

Franchise Tax Board  
Bankruptcy Section, MS A340  
PO Box 2952  
Sacramento, CA 95812-2952

Fry Steel Co  
Po Box 841483  
Los Angeles, CA 90084-1483

Futek  
Po Box 844891  
Los Angeles, CA 90084-4891

Galan Straightening Co  
7318 Deering Ave  
Canoga Park, CA 91303

Galvez Jose  
13933 Terra Bella St  
Pacoima, CA 91331

Geraldine Louise Nowlen  
17346 Hasted Street  
Northridge, CA 91325

GM Financial Leasing  
Po Box 78143  
Phoenix, AZ 85062-8143

Gomez Tony  
38041 Lido Dr  
Palmdale, CA 93552

Goodrich Actuation Systems SAS  
106 Rue Fourny  
78530 BUC France

Guzman Pedro  
311 S Witmer St #106  
Los Angeles, CA 90017

Harris Alexander  
1231 Larkspur Street  
Simi Valley, CA 93063

Hermle  
5100 West Franklin Drive  
Franklin, WI 53131

Home Depot Credit Services  
Dept32 - 2007563699  
Po Box 9001030  
Louisville, KY 40290-1030

Honeywell International, Inc.  
1300 W. Warner Rd. Tempe  
Tempe, AZ 85284

G&B Air Conditioning  
14641 1/2 Titus St  
Panorama City, CA 91402-4922

Gallagher Insurance  
21820 Burbank Blvd No 175  
Woodland Hills, CA 91367

General Atomics Aeronautical System  
14115 Stowe Dr. Poway  
Poway, CA 92064

Global Services  
20701 Plummer Street  
Chatsworth, CA 91311

Golden Bear  
1550 W Fremont St  
Stockton, CA 95203

Goodrich Actuation Systems Ltd  
100 Pantan Road  
Vergennes, VT 05491

Goodrich Corporation  
Collins Aerospace  
100 Pantan Road  
Vergennes, VT 05491

Hardinge Inc  
Po Box 392768  
Pittsburgh, PA 15251-9754

Hartford  
PO Box 660916  
Dallas, TX 75266-0916

Hixson Metal Finishing  
829 Production Place  
Newport Beach, CA 92663-2809

Honeybee Robotics  
**1830 Lefthand Circle**  
**Longmont, CO 80501**

HR Textron Proprietary  
25200 W Rye Cayon Road  
Valencia, CA 91355

Infinity Machine Tools Sales Inc.  
5580 E La Palma Avenue  
Anaheim, CA 92807

Ingenium Aerospace LLC  
5389 International Drive  
Rockford, IL 61109

Internal Revenue Service (IRS)  
PO Box 7346  
Philadelphia, PA 19101-7346

Israel Aerospace Industries (IAI)  
13873 Park Center Rd 400N  
Herndon, VA 20171

Johnson Controls Fire Protection Lp  
Dept Ch 10320  
Palatine, IL 60055-0320

Johnson Michael  
26011 Cayman Pl  
Santa Clarita, CA 91350

Kinetic Arts & Technology  
9540 Highway 150  
Greenville, IN 47124-1000

King Bruce  
4026 Madison Street  
Ventura, CA 93003

King Jason  
10650 Sherman Grove #9  
Sunland, CA 91040

Kitch Engineering Inc.  
12320 Montague St.  
Pacoima, CA 91331

Kitco Defense  
1625 North 1100 West  
Springville, UT 84663

Kollmorgen  
201 West Rock Rd  
Radford, VA 24141

Kovatch Castings  
3743 Tabs Drive  
Uniontown, OH 44685

L&S Compressed Air Inc.  
4233 N. Shadydale Ave.  
Covina, CA 91722

LADWP  
PO Box 51111  
Los Angeles, CA 90051

Landsberg La Valley  
Po Box 101144  
Pasadena, CA 91189-1144

Langenkamp Luke  
4160 Lockland Place Apt D  
Los Angeles, CA 90008

Lara Martha  
37023 32nd St E  
Palmdale, CA 93550

Leaf Capital Funding  
Po Box 5066  
Hartford, CT 06102-5066

Leistritz Advanced Technologies C  
Po Box 101144  
Pasadena, CA 91189-1144

Lightlaw, Inc., A Professional Co  
Dbas Light Gabler  
760 Paseo Camarillo  
Camarillo, CA 93010

Lomeli Enrique  
8412 Hillview Ave  
Canoga Park, CA 91304

Los Angeles County Tax Collector  
PO Box 54110  
Los Angeles, CA 90054-0110

Maldonado Victor  
822 Erringer Rd  
Simi Valley, CA 93065

MAR Engineering  
7350 Greenbush Avenue  
North Hollywood, CA 91605

Marotta Controls, Inc.  
78 Boonton Avenue  
Montville, NJ 07045

Matsushita Paul  
1036 N Workman St  
San Fernando, CA 91340

McMaster-Carr Supply  
Po Box 7690  
Chicago, IL 60680-7690

Meggitt Control Systems  
1785 Voyager Avenue  
Simi Valley, CA 93063

Meridian Systems Supply  
2366 N. Glassell Ave., Ste B  
Orange, CA 92865

Metals Technology, Inc.  
19801 Nordhoff Street  
Northridge, CA 91324

Method Machine Tools  
65 Union Avenue  
Sudbury, MA 01776-0003

Microtecnica SRL  
Collins Aerospace  
Piazza Arturo Graf 147  
10126 Torino Italy

Midwest Thermal Vac  
5727 95th Ave.  
Kenosha, WI 53144

Mistequay  
1156 N. Niagara Street  
Saginaw, MI 48602

Mistequay Group, LTD  
1156 N. Niagara Street  
Saginaw, MI 48602

Mitee Bite  
340 Route 16B  
Center Ossipee, NH 03814

Monce Roberto  
27364 Riverside Lane  
Valencia, CA 91354

Moog Inc  
2268 South 3270 West  
Salt Lake City, UT 84119

MSC Industrial Supply Co.  
Po Box 953635  
Saint Louis, MO 63195-3635

Multichrome  
1013 West Hillcrest Blvd  
Inglewood, CA 90301

Murillo Jose  
38562 Yucca Tree St  
Palmdale, CA 93551

Murillo Manuel  
13961 Olive Grove Ln  
Sylmar, CA 91342

Murillo, Daniel  
8940 Topanga Cyn Bl #203  
Canoga Park, CA 91304

Nammo Talley Inc  
4051 N Higley Rd  
Mesa, AZ 85215

Navarro Jose  
7505 Wilbur Ave  
Reseda, CA 91335

Nelson Engineering, Inc.  
11600 Monarch Street  
Garden Grove, CA 92841

Northrup Grumman Innovation Systems  
3643 Doolittle Dr  
Redondo Beach, CA 90278

Novatronics, Inc.  
Wright Controls Integrated Sensing  
677 Erie Street  
Stratford Ontario N5A6V6 Canada

Nowlen Jeri  
17346 Halsted St  
Northridge, CA 91325



NTMA  
1357 Rockside Road  
Cleveland, OH 44134

Oerlikon Balzers Usa, Inc.  
27228 Network Place  
Chicago, IL 60673-1272

Ontic Engineering & Manufacturing  
20400 Plummer Street  
Chatsworth, CA 91311

Orbital ATK Missile Systems Group  
Alliant Techsystems Operations LLC  
55 Thiokol Road  
Elkton, MD 21921

Orozco Geovanni  
6742 Clybourn Ave., Apt 128  
North Hollywood, CA 91606

Pacific Magnetic  
6837 Farmdale Ave  
North Hollywood, CA 91605-6292

Parker Hannifin Corporation  
Control Systems Division  
2010 Waldrep Industrial Blvd.  
Dublin, GA 31021

Patriot Environmental Services Inc  
Po Box 1091  
Long Beach, CA 90801-1091

Paylocity  
1400 American Lane  
Schaumburg, IL 60173

Peter Jozsef  
7742 Garden Grove Ave  
Reseda, CA 91335

Phillips 66 Co  
Po Box 530970  
Atlanta, GA 30353-0970

Pitney Bowes Global Financial Serv  
Po Box 371887  
Pittsburgh, PA 15250-7887

Planit Solutions, Inc.  
3800 Palisades Drive  
Tuscaloosa, AL 35405

PM Industrial Supply Co.  
9613 Canoga Ave  
Chatsworth, CA 91311-4197

Ponam Precision Gages  
439 W Acacia Ave  
Glendale, CA 91204

Productive Concepts  
50825 Grand Traverse  
La Quinta, CA 92253

Progressive Alloy Steels Unlimite  
Po Box 8266  
Pasadena, CA 91109-8266

Prudential Overall Supply  
Po Box 11210  
Santa Ana, CA 92711-1210

Quality Heat Treating, Inc  
3305 Burton Avenue  
Burbank, CA 91504

Raytheon ELCAN Optical Technologies  
870 Winter Street  
Waltham, MA 02451

Raytheon Missile Systems  
1151 E. Hermans Rd.  
Tucson, AZ 85756

Raytheon Space & Airborne  
1100 Wilson Blvd  
Arlington, VA 22209

Rivera Monica  
28046 Ermine Pl  
Canyon Country, CA 91351

Roberto Jaime  
6219 Reseda Blvd #31  
Reseda, CA 91335

Rockwell Collins, Inc.  
400 Collins Road NE  
Cedar Rapids, IA 52498

Rodriguez Francisco  
40116 Villa Moura Dr  
Palmdale, CA 93551

Roy & Val Tool Grinding  
10131 Canoga Ave  
Chatsworth, CA 91311

S&B Thread Rolling Inc  
600 Arroyo Ave  
San Fernando, CA 91340

SAI Global  
789 Erie Street  
Stratford, Ontario, N4Z 1A1, Canada

Salvino Randy  
9950 Zelzah Ave Apt 203  
Northridge, CA 91325

Schrillo Realty, Inc.  
16750 Schoenborn Street  
North Hills, CA 91343

Scicon  
27525 Newhall Ranch Road  
Valencia, CA 91355

Scientific Cutting Tools  
220 W Los Angeles Avenue  
Simi Valley, CA 93065

Scottsdale  
8877 North Gainey Center Dr  
Scottsdale, AZ 85258

Shah Imran  
6524 Wilbur Ave #104  
Reseda, CA 91335

Shape-Master Tool Company  
801 W Main St  
Kirkland, IL 60146

Sierra Nevada Corp  
444 Salomon Circle  
Sparks, NV 89434-9651

Skurka Aerospace, Inc.  
4600 Calle Bolero  
Camarillo, CA 93012

So Cal Office Technologies  
5700 Warland Drive  
Cypress, CA 90630

SoCal Gas  
Centralized Correspondence  
PO Box 1626  
Monterey Park, CA 91754

Sparkletts  
Po Box 660579  
Dallas, TX 75266-0579

Staple Business Credit  
Po Box 105638  
Atlanta, GA 30348-5638

Stark Aerospace  
319 Charleigh D. Ford, Jr. Drive  
Columbus, MS 39701

STD Precision Gear  
318 Manley Street  
West Bridgewater, MA 02379

Sullivan Steel Services  
85 NJ-31, Pennington  
Pennington, NJ 08534

Sumitomo  
1001 E. Business Center Drive  
Mount Prospect, IL 60056

Technical Associated Services  
7832 Franklin Dr.  
Huntington Beach, CA 92648

Thomson Abek LLC  
492 Birch Street  
Bristol, CT 06010

Thomson Linear  
1300 N State Street  
Marengo, IL 60152

Titanium Industries, Inc.  
Po Box 854113  
Minneapolis, MN 55485-4113

TPX Communications  
Po Box 509013  
San Diego, CA 92150-9013

Trelleborg Inc.  
200 N. Sepulveda Blvd Suite 1605  
El Segundo, CA 90245

Triumph Actuation and Motion  
Control System, UK Limited  
22922 NE Alder Crest Dr  
Redmond, WA 98053

Triumph Aerospace Systems Seattle  
Non-Disclosure Agreement  
22922 NE Alder Crest Dr  
Redmond, WA 98053

Triumph Gear Systems  
22922 NE Alder Crest Dr  
Redmond, WA 98053

Triumph Group  
22922 NE Alder Crest Dr  
Redmond, WA 98053

Triumph Valencia  
28150 Harrison Pkwy  
Valencia, CA 91355

United Parcel Service  
28013 Network Pl  
Chicago, IL 60673-1280

Up & Running CNC Consulting  
1212 W Ash Avenue  
Fullerton, CA 92833

US Securities Exchange Commission  
Attn Bankruptcy Counsel  
444 S Flower Street Suite 900  
Los Angeles, CA 90071-9591

Vaca Mario  
14532 Birchwood Ct  
Sylmar, CA 91342

Valdivieso Willy  
6321 Cartwright Ave  
North Hollywood, CA 91606

Vanderhorst Brothers Inc.  
1715 Surveyor Avenue  
Simi Valley, CA 93063

Velazquez Carlos  
8414 Orion Ave #201  
North Hills, CA 91343

Vescio Manufacturing  
14002 Anson Avenue  
Santa Fe Springs, CA 90670

Walter  
N22 W23977 Ridgeview Parkway West  
Waukesha, WI 53188

Whippany Actuation Systems  
110 Algonquin Parkway  
Whippany, NJ 07981

Hembrug BV  
H Figeeweg 1 a+b  
2031 BJ Haarlem  
The Netherlands

Kenbil Engineering  
2900 Adams St  
Riverside, CA. 92504

Q-Plus Labs  
13765 Alton PKWY Unit E  
Irvine, CA. 92618

Advance Business Innovations (ABI)  
6900 Owensmouth Ave.  
Canoga, CA. 91303

Agie Charmilles/GF Machining  
62129 Collections Center Dr.  
Chicago, IL 60693-0621

All Safe Electric  
7057 Canoga Ave  
Canoga Park, CA. 91303

Bodycote Huntington Park  
3370 Benedict Way  
Huntington Park, CA. 90255

Earle M. Jorgensen  
P.O. Box 846027  
Los Angeles, CA. 90084-6027

Pacific Forge  
10641 Etiwanda Ave.  
Fontana, CA. 92337

Pacific Metal Stamping  
28415 Witherspoon Parkway  
Valencia, CA. 91355

PTC Inc.  
121 Seaport Blvd.  
Boston, MA 02210

World Wide Hone  
12990 Branford St. Unit K  
Pacoima, CA. 91331